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MADRAS RECORD OFFICE

Government of Madras

Public Works

DEPARTMENT

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*Proceedings of the Madras Government, Public Works Department,
24th February 1874.*

No. 473. Read again Bellary District Engineer's report on the claims of Contractor Shaik Ibrahim, No. 1,614, of 19th January 1874, disposed of in G. O., No. 194A, of 27th January :—

Read also Chief Engineer's Memorandum on the claims of Contractor Ali Sait, No. 417, of 1st November 1873, and other papers disposed of in G. O., No. 203, of 20th January 1874.

In the matter of Ali Sait's claim in petition of 23rd June 1873, and its accompaniments, on which the District Engineer of Bellary reports in No. 1,091, of 25th September, that "there is nothing into which he can inquire," and recommends payment of Rupees 51-9-7 only out of a total claim of Rupees 411-9-7, the Chief Engineer notes as follows, viz. :—

1. Under date the 9th August 1871, Mr. Supervisor Claridge instructed Ali Sait to provide the following materials, viz. :—

57 cubic yards red gravel at Rupees 1 = Rupees...	57	0	0
57 ,, white ,, at Annas 9 = ,, ...	32	1	0
	89	1	0

on 308 running yards of the 12th mile of the Moka (Kurnool) road; and

327 cubic yards red gravel at Annas 14 = Rupees	286	2	0
327 ,, white ,, at ,, 7 = ,,	143	1	0
	429	3	0

Rupees... 429 3 0

the same to be laid on the road after it had been sectioned and picked up to the depth of an inch, and afterwards to be well saturated with water, spread over with sand, and rolled with a roller, for the rates above mentioned, and it is particularly stipulated that the 12th mile is to be done first, afterwards the 11th mile.

2. Under date the 27th September 1872, the Supervisor ordered the above work to be stopped, and similar work to be carried out from the 2nd mile stone towards the toll bar at the staff lines, on completion of which work was to progress towards the toll bar near the Sessions Court. It was also added that lengths of road already picked up, ready for new material, should be completed.

3. It is for the above specified work that the claims of Rupees 60 and Rupees 300 are made, viz., Rupees 60 for the work on the 12th and 11th miles, and Rupees 300 for that from the 2nd mile stone onwards.

4. In his order of the 13th January, 1872, it is stated that the Overseer had prepared a contract certificate, which the contractor refused to sign as he disputed the rates. The District Engineer should procure the original or copy of that certificate; also original or copy of the Contractor's bill, which the Supervisor in letter of 27th January 1872, refused to sign.

5. It is remarked that on the 22nd February 1872, the Contractor was ordered to resume work from the 2nd mile stone, and on the 7th March to stop it again. Between that date and the 27th November 1872, when a petition was addressed to the Superintending Engineer, there are no papers extant. The Contractor then petitioned that on the 20th November he had been ordered to remove his gravel heaps on the road beyond the 2nd mile stone; although neither his claim of Rupees 300 for work done there, nor that of Rupees 60 for work on the 11th and 12th miles, nor his bills of Rupees 51-9-7 had been settled.

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6. The first thing to be done, as admitted by the District Engineer, is to settle the passed bills of Rupees 26-9-7 and Rupees 25, the former of which is for work done on 20th July 1871, for which part payment was made on 6th August. Mr. Claridge will accordingly be called on to show cause why they should not be paid, and why they were not paid in 1871-72 or subsequently, and if it appears they should now be paid, it shall be done by the Range Officer stopping the amount from the Supervisor's pay abstract for the month of November, leaving him to recover the amount by application to the Local Fund Board for the necessary funds. The payment must not be charged against repair allotments of the current year, or shown as an advance in the Range Accounts.

7. The Supervisor's argument against payment of the Contractor's claims for Rupees 60 on account of work done on the 11th and 12th miles, for which the contract price of the entire work would have been Rupees 518-4-0, and of Rupees 300 for work done near the 2nd mile stone, which was given him apparently to compensate for the first contract having been stopped, will probably be that the contract provided only for completed road repairs, and that he had nothing to do with unspread gravel heaps; also that such work as might have been alleged to be completed was not in conformity with the specification.

8. To the first plea, the answer is that the Supervisor on 27th September 1871 gave orders that only such portions of road as had been picked up since the 9th August should be completed; he was bound therefore to pay full value of the heaps of gravel not so utilized on the 11th and 12th miles. So with the gravel not used up near the 2nd mile stone in completing road on the order of 22nd February 1872, which was cancelled on the 7th March. As to the other plea put forward in the Supervisor's docket, No. 677, of 27th January, his docket of 13th January goes to show that it was an afterthought, the original difference having arisen between him and the Contractor about contract rates.

9. Altogether, taking into consideration Mr. Claridge's character as a very indifferent Range Officer, the manner in which he gave and cancelled so-called contracts, and the apparently uncomplaining way in which the Contractor appears to have submitted to any changes, however sudden and unaccounted for, the Chief Engineer cannot rid himself of the impression that Ali Sait has not had fair play. At any rate he cannot agree with the District Engineer that there is no scope for inquiry; and he is disposed to think that Captain Edgcome will on further consideration agree with him.

10. Under this impression he therefore requests that officer to go fully into the subject, and come to terms with Ali Sait as promptly as possible, to compensate to him at least for the treatment which his petition of 27th November 1872 and its enclosures have met with, which is simply inexcusable. Colonel Walker has taken a great deal of trouble to investigate the matter; but it is District Engineer's and not Chief Engineer's work, and he must request that similar work be not thrown upon him again. He takes the opportunity of reminding the District Engineer that in their Order, No. 2,274, of 25th September 1872, the Government requested that all outstanding claims in the 3rd Division might be adjusted without more of the delays which had so unfortunately characterized the Public Works management of these districts.

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11. The necessary funds for satisfying the Contractor's claims will probably have to be obtained from the Local Fund Board, which may involve delay; and the Contractor should meanwhile be informed that they will be fully and fairly investigated.

Colonel Walker would further express his opinion that the so-called contract system should not be applied on road repairs except as regards supply of materials, the re-formation of the road surface should, in his opinion, be done departmentally.

(Signed) G. W. WALKER, Colonel, R.E.,
Chief Engineer.

No. 474. ORDER THEREON, 24th February 1874, No. 460.

ESTABLISHMENT, No. 27.

ORDERED that Mr. Supervisor Claridge be reduced to the rank of Overseer of the 2nd grade from date of his relief, which will be promptly effected, in consequence of his connection with the above claims.

2. Mismanagement like his would soon drive the department into bankruptcy, and cannot be tolerated.

(True Extract.)

Colonel, R.E.,
Secretary to Government.

To the District Engineer, Bellary.
,, Officiating Controller of Public Works Accounts.

Letter No 460
In the matter of Alty
Said delinquent...
23 June 1893
the District business of the
long reports...
25 Sept 93 That there is
the... which...
require...
payment of \$500 - 7 days
not of...
\$250 - 2... The first...
date... follows...
Under date the 9th...
1893 Mr Supervisor...
instructed Alty... to have
vide the...
\$500 Red gravel at bit... \$50
White gravel... \$32
to... \$89-1
on 308 minutes... The
12 miles of the...
and... \$286-2
32... \$14
32... \$14
... \$429-3
The... be...
after it has been...
picked up... well as...
... water... out

The other plan just forwarded
to The Superior's Desk
No 677 of 27th Jan, his Dec:
ber of 13th Jan, goes to
show that it was an after
thought, the original dif-
ference having arisen
between him and the Contractor
for abrupt contract rates.
Said together, taking into
consideration Mr. [Name] of his
character as a [Name] and
different [Name] Officer, the
situation in which he gave
and concealed or called
for [Name] and the after
great uncomplaining way
in which the Contractor ap-
peared to have submitted
to [Name] changes [Name]
without [Name] for,
The Chief Engineer, cannot
excuse himself of the [Name]
from that Ally [Name] has
"not [Name] for [Name] - At
any rate he cannot agree
with the District Engineer
that there is no [Name] for
[Name] and he is disposed
to think that [Name] will
come well on further [Name]

112 4
[Name] agree with [Name]
Under this impression
therefore requests that of-
ficer [Name] fully into the
subject, and come to terms
with the Ally [Name] as promptly
as possible, to complete
date to him at least for
the treatment which [Name]
[Name] of 27th Dec. 1872
[Name] [Name] [Name]
with which is [Name]
excusable - Colonel [Name]
has taken a great trouble
to investigate the matter
but it is District Engineer
and not Chief Engineer
work, and he must re-
quest that similar work
be not thrown upon him
again - He takes the op-
portunity of reminding
the District Engineer that
their Order No 2274 of
23rd Sept. 1872 the [Name]
requested that all [Name]
[Name] [Name] [Name]
might be [Name] with
[Name] of the [Name]
[Name] or unfortunately [Name]
C. 11.

1.11.72

Print

Pro. of the Madras Govt. ^{Nov 15th 1875}
Read again: Helleny District Engineer's Report on the claims of Contractors Sheik Ibrahim n^o 1614 of 19th January 1874; disposed of in G.O. n^o 194 A of 27th Jan'y. Also Chief Engineer's Memorandum on the claims of Contractor Ali Saib, n^o 417 of 1st Nov. 1873 - & other papers disposed of in G.O. n^o 203 of 20th Jan'y 1874. -

Proposed S.O.

20th Jan^y 1876. -
Ordered That Mr. Super-
visor Clonidge be ~~dis-~~^{re-}
~~charged~~ ^{except to the sum of \$1000} ~~from the debt~~
of the 2^d grade
from date of his relief,
which will be promptly
effected; in consequence
of his connection with
the above claims

Minerage and I
like his. would soon
drive the Dept. into
bankruptcy, & cannot
be tolerated -

Gen.
30.1.75

On the whole Sir I cannot
Oversee (I opine) I cannot
help feeling that blame is due to
Superior Officers for letting this
drift into disorder & failing to
look after their men. No!

19-9-92

Proc.
Govt. of 1874 Madras.
PUBLIC WORKS.

The District Engineer
Bellary

Dated

Recd.

Encl.

24 "Felicity" 460.

4724/4

Mr. Supervisor Nordridge,
Bellary D. reduced to
the rank of Oversee of
the 2^d grade, from
date of his relief, in
consequence of his con-
nection with the claims
of Contractors Ali
Sait and Shaik Ebrahim.